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K#: **8832**

Employer Name: **Construction Employers Association (Building Agreement)**

Location: **OH Cleveland**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

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**CONSTRUCTION EMPLOYERS  
ASSOCIATION  
BUILDING AGREEMENT**

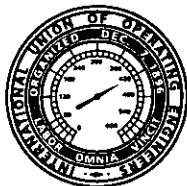
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**EFFECTIVE  
May 1, 2003 through April 30, 2006**

**Between**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 18 AND ITS BRANCHES  
(AFL-CIO)**



**And**

**CONSTRUCTION  
EMPLOYERS ASSOCIATION**



## **EMPLOYERS**

### **Construction Employers Association**

950 Keynote Circle  
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Cleveland, Ohio 44131-1802

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John Porada  
Executive Vice President

# INDEX

	Paragraph
Affirmative Action Program	Exhibit B
Apprentices	94-95
Arbitration	113-115
Bonding	43
Classifications:	
Weekly, Day and Hourly Pay	49-51
Construction Industry Service Program	96-100
Crews and General Provisions	72-91
Date Signed and Signatures	119
Day Pay	50, 54
Dewatering	13
Discharges	19, 24
Divert Wage Increase	93
Drug and Alcohol Program	27A
Duration of Agreement	92
Effective Date of Agreement	119
Employees Relief	85
Enforcement Measures	104-112
Equipment Rental	111
Favored Nations Clause	108
Four-Ten Schedule	67
Fringe Benefit Programs	37-44
Grievance Procedure	114-115
Harassment Policy	27B
Hazardous Waste Removal	26
Heaters-Pumps-Boilers	
24 hour, 7 day	66
Holidays	65
Hourly First-Day Pay	79
Hourly Pay	51, 55
Incentive Pay	
Underground, Height and Length Booms	68-71
Intermittent Operations	12
Jurisdiction-Work	10-12
Jurisdictional Area	01-02
Jurisdictional Disputes	116-117
Lay-Off	24, 53, 58, 90
Liabilities	05

## INDEX (continued)

	Paragraph
Management Rights	07
Manning of Equipment	10-12
Master Mechanic/Equipment Foreman Zone 1A	81-82
New Unclassified Equipment	47
Nondiscrimination	08, 09
Oilers, Boiler Operators, Helpers, Signalmen Provisions	72-75
Overtime	60-63, 77
Pay Checks	84
Pay Day	83
Picket Lines	110
Piggyback Operation	80
Pre-Job Conference	15-16
Provisions and Limitations	06
Recognition	04
Referral Policy (Hiring Procedures)	28-36
Registered Apprentice Wage Schedule	Exhibit A
Repairs	87
Reporting Pay	57
Safety Program	25-27
Savings and Separability	118
Scope of Agreement	03
Shifts	77
Site Clearance	61
Starting Time	60
Steward	23-24
Strikes	113
Sub-Contractors	104
Supervisory Employees	91
Termination Slips	90
Trainee Wage Schedule	Exhibit A
Transfer of Union Employees	106
Transfers on Job Equipment	21
Union Administrative Dues and Deductions	101-103
Union Shop	17-18

## INDEX (continued)

	Paragraph
Wage Rates	Exhibit A
Weekly Pay	49, 52-53
Work Week	59
	Page
Text of Agreement	01
Exhibit A, Wage Rates and Fringe Benefits: Zone 1A	
Cleveland and Counties	49
Exhibit B, Affirmative Action Program	58
Acceptance of Agreement	67, 69, 71, 73

# **DIRECTORY**

## **OFFICERS and DISTRICT REPRESENTATIVES**

### **Local 18 and its Branches**

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Recording-Corresponding Secretary**

**Floyd S. Jeffries  
Treasurer**

**THIS AGREEMENT, AS NEGOTIATED WITH THE  
CONSTRUCTION EMPLOYERS ASSOCIATION  
AND THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL UNION 18,  
APPLIES ONLY TO DISTRICT 1**

**DISTRICT 1**

Covering the following counties in Ohio:

<b>Ashtabula</b>	<b>Erie</b>	<b>Huron</b>	<b>Lorain</b>
<b>Cuyahoga</b>	<b>Geauga</b>	<b>Lake</b>	<b>Medina</b>

**Representatives**  
**Steve DeLong**

<b>Jeff Milum</b>	<b>Steven Mayor</b>
<b>William Krinek</b>	<b>Premo Panzarello</b>
<b>Donald Taggart</b>	

**3515 Prospect Avenue**  
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*Note: See back of book for remaining districts*



**AGREEMENT**  
**Between**  
**THE CONSTRUCTION**  
**EMPLOYERS ASSOCIATION (CEA)**  
**which may be referred to hereinafter**  
**as the "Association"**  
**And**  
**THE INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS,**  
**LOCAL 18 and its Branches (AFL-CIO)**  
**referred to hereinafter as the "Union"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents, to wit:

That, whereas, the parties desire to stabilize employment and promote efficiency in the Construction Industry, agree upon wage rates, hours and conditions of employment, and to eliminate strikes, boycotts, lockouts and stoppages of work, and

Whereas, the Union and the Employer shall, through the issuance of working rules and regulations to the workers, inform them of the terms of this Agreement and enforce compliance with the terms thereof, and

Whereas, the Employers agree to recognize and subscribe to the approved referral system as adopted by the International Union of Operating Engineers, Local 18.

Now, therefore, the undersigned Association and the Union agree as follows:

## **ARTICLE I**

### **GEOGRAPHICAL JURISDICTIONAL AREA**

1. The provisions of this Agreement shall govern employment of and conditions under which employees shall work and rates of pay they shall receive on work in Building Construction in the following geographical area.

2. **Zone 1A** shall consist of the following counties: Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain and Medina in the State of Ohio.

### **DEFINITION OF BUILDING CONSTRUCTION**

3. **"Building Construction"** work is defined as the erection and construction of building structures, including modifications thereof, or additions or repairs thereto intended for use for shelter, protection, comfort or convenience and demolition of same. Building Construction shall also include the excavation and foundations for building construction.

### **SCOPE**

A. **"Industrial and Building Site"** work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level.

B. **"Power Plant, Amusement Park, Athletic Stadium Site"** work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site.

C. **"Sewage Plant, Waste Plant and Water Treatment Facilities Construction"** work shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants,

solid waste disposal and similar pollution control processes.

D. Any work under A., B. and C. above awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## **ARTICLE II**

### **RECOGNITION, SECURITY, PROVISIONS & LIMITATIONS**

**4. Recognition**—The Association hereby recognizes the Union as exclusive collective bargaining agent for all Operating Engineers (within the territory stated in Article I), and the Union recognizes the Association as the exclusive collective bargaining agent for all Employers of the Operating Engineers (within the territory stated in Article I), and it is mutually acknowledged that each has acted as such agents continually for more than the past twenty (20) years, and that now and over such period each has been so recognized by appropriate departments or agencies of both federal and state governments.

**5. Liabilities**—This Agreement is negotiated by the Association acting as negotiating representative for its members for whom it holds bargaining rights and for any breach of this Agreement the liability of an Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent active without liability for the acts of its individual members or other employers within the stated territory.

**6. Provisions and Limitations**—All members of the Association for whom it holds bargaining rights and any person, firm or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Association, and the Union, and furthermore shall be bound to make the Health and Welfare payments, Pension payments and Apprenticeship Fund payments required under Article IV for all work performed

within the work jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.

**7. Management Rights**—The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Employer, except to the extent modified by a specific provision of this Agreement, the Union recognizes that the company reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

**8. Nondiscrimination**—It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio and Lawful Orders thereof relative to nondiscrimination and fair employment practices. The Employer and the Union shall not knowingly discriminate against nor limit employment opportunities of any employee or applicant for employment for Union membership or Apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

**9.** Further, the Employer and Union agree to adopt and embrace the Affirmative Action Program executed under provisions of the Executive Order 11246 and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations Revised; an Affirmative Action Program to implement all provisions of applicable federal regulations to assure nondiscrimination in employment; upgrade; demotion or transfer; and recruitment advertising; layoff or termination; rates of pay and selection for all types of training as evidenced in Exhibit "B" here attached as if they had originally negotiated the same.

**10. Jurisdiction of Work**—In accordance with the terms of this Agreement, the Employer shall employ Operating Engineers for the erection, operation, assembly and disassembly and maintenance and repair of the following construction equipment regardless of motive power: Air Compressors, Batch Plants, Boilers, Cableways, Derricks, Finishing Machines (including Laser Screeds), Pumps; Truck, Crawler, Locomotive and Tower Cranes; Concrete Mixers and Concrete

Mixing Plants; Hoes, Shovels, Pile Drivers, Tractors, Scrapers, Endloaders, Hoists and all like equipment as described in paragraphs 49, 50 and 51 of this agreement and within the jurisdiction as assigned to the Union by the American Federation of Labor.

11. Operating Engineers shall be employed to do all pipefitting and all burning and welding necessary for the preparation and maintaining of equipment operated by members of the Union.

12. Operating Engineers shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment:

- Compressors of 185 CFM or less (not discharging into a common header)
- Heaters
- Welding machines of 300 amp or less
- Gas or diesel driven water pumps 4" and under (or one 6" water pump)
- Generators of 15 KW or less
- Conveyors 18" belt or less

A combination up to five (5) pieces of the above equipment shall, when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "F" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

Operating Engineers shall be assigned to all work performed in connection with the installation, maintenance, repair and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty; no full-time Operator is required.

Work in the servicing and maintaining of self-contained, mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Oiler. Equipment Operator employees shall be required to carry sufficient tools to make minor adjustments on the equipment they operate.

**13. Dewatering Systems**—A "Dewatering System" is defined as a combination of one (1) or more pumps of any type, size or motive power with combined discharge capacity of over 4", including but not limited to well-point pumps, submersible well pumps, ejector or educator pumps in combination with wells, well-points, sumps, piping and/or other appurtenances irrespective of motive power to control water on any and all types of construction work. The complete installation, operation and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A Dewatering System shall be operated by Pump Operators at all times the Dewatering System is in operation unless otherwise agreed at the Pre-Job Conference or with the Union.

**14.** The Union will at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent men/women to operate, maintain and repair equipment in accordance with the terms and conditions of the Agreement.

**15. Pre-Job**—It is agreed that upon the request of either party a Pre-Job Conference shall be held prior to commencing work. In case of a necessary emergency start of the construction job, the Pre-Job Conference shall be held as soon as possible after the start of work. It is further agreed that upon the awarding of any building contract of \$500,000.00 and over, the successful contractor will immediately notify the Union when he has been awarded the contract. It is further agreed the Union may request, receive and hold a Pre-Job Conference with the Employer on an individual basis.

**16.** Following are the items which will be discussed at the Pre-Job Conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the

Union will determine and advise the Employer of the ability of the Union to fulfill such requirements *when requested*.

B. Work Schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that whenever possible at such Pre-Job Conference he will notify the Union of any sub-contracts let by the Employer, the names of the subcontractors, and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project. It is understood and agreed that *no agreement* may be made at the Pre-Job Conference which will in effect change, modify, or abrogate the labor agreement in effect between the two parties hereto.

17. Subject to the provisions and limitations of the National Labor Relations Act, as amended, *all present employees who are members of the local unions above stated on the effective date of this sub-section shall remain members of the local unions in good standing as a condition of employment.*

18. All present employees who are not members of the local unions and all employees who are hired *hereafter shall become and remain members in good standing of any one of said locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section or following the beginning of their employment, whichever is later.*

19. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XIV, Paragraphs 113, 114 and

115 of this Agreement. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

**20.** The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools or labor-saving devices. The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him/her by the AFL-CIO, will be respected and all Operating Engineers work will be performed by an Operating Engineer, and it is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible. It is agreed that a fair day's work shall be given for a fair day's pay.

**21.** Local 18 employees on hourly, day-pay or weekly-pay classification equipment may change from one piece of equipment to another and back to the original piece of equipment only once in the course of a work day, providing the following conditions are met:

- A. All equipment is operated by Local 18 employees.
- B. The unmanned equipment shall be parked and shut off.
- C. The change shall not interfere with another employee's work day or displace another Local 18 employee.
- D. The employee will be paid at the wage rate for the classification of equipment which provides the highest hourly wage rate for that day.
- E. Changing will be only between hourly and day-pay equipment and weekly-to-weekly pay equipment. At no time shall there be intermixing of weekly to day or hourly-type machines.

If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

**22.** The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes and such other duties as he may have to perform. The Con-



tractor shall make a good faith effort to allow access for the Business Representative to visit the job site. In the event of an accident, the Business Representative shall be allowed immediate access to the job site. The Representative will report to the job supervisor before visiting the project.

### **STEWARD**

**23.** The Union may, when it believes it necessary, appoint a Steward whenever possible from Operating Engineers working on the Employer's job and the Union District Representative will, when making such an appointment, notify the Employer. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

**24.** The Employer agrees that each new employee shall report to the job Steward and/or Master Mechanic/Equipment Foreman before starting work if there has been a Steward and/or Master Mechanic/Equipment Foreman appointed for that particular Employer's job. The Steward shall be allowed sufficient time during working hours to perform all normal duties required of a Steward. No Steward shall have job priority but will be laid off in the same manner as any other Operating Engineer upon completion of his/her particular job assignment; twenty-four (24) hour notice to the Union prior to his/her lay-off is required to give the Union time to select another qualified Steward to replace the laid-off Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

### **SAFETY**

**25A.** The Union and the Employer will cooperate in the establishment of a safety program. At the Pre-Job Conference by mutual agreement, the wearing of safety hats may be made a condition of employment. Both the Employer and employees shall comply with the applicable state safety codes and any other applicable government or civil regulations pertaining to safety. It is expressly understood that if the employees' immediate health and safety are involved, the Union through its rep-

representative may order discontinuation of operations until satisfactory results are obtained, or until such time as a recognized safety agency such as OSHA or the Ohio State Industrial Commission, through any of its representatives, shall declare the equipment or operation to be safe.

**25B.** The Safety Training Passport 16 hour program will be made available to all Union members by the Union at no cost to the Employer.

Program will consist of:

**Safety Awareness** as required by OSHA 29 CFR 1926.21

**Fall Protection** as required by OSHA 29 CFR 1926.503

**Hazard Communication** as required by OSHA 29 CFR 1926.59

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

**26.** All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, that operator shall receive the hourly wage plus an additional twenty percent (20%) fringe benefit will be paid at the contractual hourly rate. Reasonable dress-up time and clean-up time will be allowed. The first bargaining unit employee on the job will be designated the steward-safety person, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

It is expressly understood that if the employees' immediate health and safety are involved the Union, through its representative, may order discontinuation of operations until satisfactory results are obtained, or until such time as a recognized safety agency such as OSHA, the Ohio State Industrial Commission or EPA, through any of its representatives, shall declare the equipment or operation to be safe. All Operating

Engineer employees shall be advised by the Employer prior to employment as to the nature of the hazardous waste and possible resultant physical injuries as may be required by applicable law.

27. Within forty-eight (48) hours after an industrial accident occurs, the company shall have all necessary State Workers' Compensation forms available and completed on the Employer's part. A copy of the completed forms shall be sent to the Union's office in the District where the accident occurred.

## **UNIFORM DRUG & ALCOHOL PROGRAM**

**27A. Drug Testing:** The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property or who's observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impairs the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a

consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute or Drug Abuse or College of American Pathology Laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wage and fringes for time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee shall be granted a leave of absence for up to thirty (30) days for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines his/her self to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program, the employee shall be removed from the Employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the Employer. If the Employer's job is completed or the employee's construction equipment he/she operated immediately prior to commitment is no longer on the job site, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the District Representative monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee

the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work.

**27B. Harassment Policy:** The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall *immediately notify the Employer when a possibility of a problem happens or exists.*

## **ARTICLE III**

### **REFERRAL SYSTEM**

**28.** Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one office of the Union at any one time. All applicants will be registered in order of application, *provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work.* Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

**Group A:** All applicants who have worked as Operating Engineers at least three hundred and sixty (360) days, ninety (90) days or more per year, during the last four (4) years, and have been employed for at least three hundred and sixty (360) days, ninety (90) days or more per year during the four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

**Group A Preferred:** Must have Group A eligibility.

Group A registrants may voluntarily register in the Group A Preferred, however, registrants in this Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Group A Preferred deck. Preferred A sta-

tus employees will not be eligible for letter of request by the Employer: 1. Welding Machines; 2. Elevator; 3. Conveyor; 4. Pumps; 5. Compressors; 6. Generators; 7. One Drum Hoist; 8. Mono-Rail Hoist, and 9. Portable Heaters.

It is further understood and agreed that when the Employer employs Operating Engineers not currently in his employ for any machines listed in this section, the Employer shall call the referral office servicing his job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

**Group A Retirees:** Must have Group A eligibility.

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A retirees will not be eligible for letter of request by the Employer.

**Group B:** Same as Group A, except that the employment shall have been at least two hundred and seventy (270) days, three (3) years of ninety (90) days each. All fourth year Apprentices and Trainees shall be registered in this group.

**Group C:** All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

**Group D:** All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

**Group E:** All other applicants and all first year Apprentices and Trainees shall be registered in this group.

**Group F:** All applicants who are "temporary employees."

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeymen certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union Hall, the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrants requesting that their work registration card be placed on hold due to sickness or ill health must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred and twenty (120) days. No registration cards will be placed in the hold position for illness less than a thirty (30) day duration. Any refusals of dispatches due to illness for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

**29.** In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the Employer because of lack of sufficient ability, and the registrant does not exercise his/her rights under the Referral Board of Review and Arbitration under Paragraph 33, the classification or equipment from which the registrant is discharged shall be stricken from the registrant's referral record and the registrant shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his employment.

D. When an applicant is actually employed, the applicant shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until such applicant has made application to the Board of Review and Arbitration provided for in Paragraph 33 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, the applicant's name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one [1] day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days (only one [1] fifteen [15] day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, the applicant shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment after being dispatched, for



whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until such applicant puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before the applicant is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the district office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the district. If an applicant refuses a job referral for the second consecutive time, such applicant shall lose his/her position on the register and go to the bottom of the list for his/her group.\* If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$16.00 and another \$16.00 for each re-registration thereafter, provided that such fee shall not exceed \$16.00 in any consecutive thirty (30) day period, and provided that such fee shall not apply to the following:

(1) Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and

(2) Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and

(3) Members in good standing of the International Union of Operating Engineers who are paying travel dues

\*Does not apply to the Market Retention Agreement referral.

whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system Employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union district office and the Employee requested must be registered on the district referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the district in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the Superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union district office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide nondiscriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event that the referral list is

exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees," and will be subject to replacements. The Employer will notify the Union district representative of the name, union affiliation (if any), date of employment and social security number of such "temporary employee." The Union will maintain a register of all such "temporary employees," and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

(1) The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

(2) The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If the Employer notifies the Union in writing, of an Operator who has been in his/her employ who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relation without a proper referral by Local 18, shall be discharged by the Employer when it is called to his attention.

**30.** Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

**31.** Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

**32.** In addition to the above Registration Groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referred out of the Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the re-

ferral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Referral Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A and Group A Retirees except as modified herein.

**33.** Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

**34.** This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union, and all offices of the Employer.

**35.** A Construction Employers Association Representative may inspect the referral register at the Union district office at any time during normal office hours.

**36.** All officers and business representatives of the Union who have had previous work experience in any one or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, he shall do so with the same preference as if he had continually worked at the trade and shall be eligible upon registration for Group A.

## **ARTICLE IV**

### **FRINGE BENEFIT PROGRAMS**

**37.** The fringe benefit provisions contained herein shall apply to all Employer members of the Construction Employers Association for whom it holds bargaining rights, and all Employers who become signatory or bound by this Agreement and any other Employer or Employer groups who become a party to an Agreement covering the fringe benefit programs set forth herein.

**38.** All Employers bound hereby agree to be bound by the Agreement and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan and Apprenticeship Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan and their successors as their representatives for the purpose set forth in said Agreements and Declarations of Trust.

**39.** Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay.

Hours paid shall include holidays and reporting hours which are paid.

**PENSION FUND:** Effective May 1, 2000 is \$3.00 per hour

**HEALTH & WELFARE FUND:** Effective May 1, 2003 is \$4.11 per hour

**APPRENTICESHIP FUND:** Effective May 1, 2000 is \$0.45 per hour

**40.** It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Construction Industry Service Program under Paragraphs 97, et. seq. and with respect to the Administrative Dues deduction under Paragraph 101. Notwithstanding the foregoing authority allowing audits with respect to the Construction Industry Service Program and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds or Plan referred to herein and shall not be conducted independently. The twenty-four (24) hours notice referred to in Paragraph 41(A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to herein.

**41.** Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or part, and in addition to all other remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

A. After the Trustees or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24)

hours written notice at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made or said audit is permitted, such action including but not limited to the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues. In the event that a Contractor is sixty (60) days delinquent in the payment of fringe benefits, the Union shall withhold its services until the Contractor has reached complete compliance and shall be required to make payments on a weekly basis thereafter.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidated damages to enforce any audit, or to obtain any report, the following procedure shall apply:

(1) Unless the issue is resolved between the Employer and the party giving notice within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan or Union, such party may refer the matter to an arbitrator to be named by the Construction Employers Association and by Local 18 of the International Union of Operating Engineers whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

42. In no event shall the foregoing provisions relating to fringe benefits be subject to or suitable for grievance and arbitration under Article XIV of this Agreement.

43. The Employer must obtain an insurance payment bond (IPB) payable to the Ohio Operating Engineers Fringe Benefit Program as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event



the Employer becomes delinquent in its payments and defaults thereon.

If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said insurance payment bond in the amounts set forth below:

1-10 Operating Engineers-\$50,000.00 IPB

11-20 Operating Engineers-\$75,000.00 IPB

21-50 Operating Engineers-\$100,000.00 IPB

Over 50 Operating Engineers-\$125,000.00 IPB

Bonding amendments may be reviewed and adjusted on an annual basis by both parties of the Agreement.

**44.** In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the Health and Welfare Provisions of this Agreement, it is agreed that the parties will immediately meet to negotiate appropriate modifications.

## **ARTICLE V**

### **WAGE RATES**

**45.** The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes within the jurisdiction of the International Union of Operating Engineers, and as negotiated by and between Local 18 and its Branches, of the International Union of Operating Engineers and the Construction Employers Association.

**46.** Exhibit "A" covering wage rates and classifications attached hereto is made a part of this Agreement.

**47. New Technology & Equipment:** The parties understand that new equipment and technology is constantly being developed to replace or adapt equipment being operated by members of Local 18. Accordingly, the parties agree to establish a four (4) person Executive Committee consisting of the Executive Vice President of the Construction Employers

Association and one (1) designee, and the Business Manager of the International Union of Operating Engineers, Local 18, and one (1) designee. The committee shall review new equipment and technology that is replacing or adapting equipment operated by members of Local 18 to establish applicable classifications and other applicable terms and conditions of employment. The decision of the committee shall be final and binding and the collective bargaining agreement shall be modified to reflect that decision. If the committee is deadlocked, the dispute will be submitted to arbitration under the applicable contractual provision.

**48.** The geographical jurisdiction of this Agreement will be zoned for wages only. Conditions of employment will be the same for all employees covered by this Agreement.

Zone 1A: Covering counties of Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain and Medina.

## **ARTICLE VI**

### **WEEKLY PAY, DAY PAY AND HOURLY PAY CLASSIFICATIONS AND REPORTING PAY PROVISIONS**

**49.** In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

A-Frames

Air Compressors, pressurizing shafts or tunnels

Asphalt Plants

Boiler Operators, Oilers, Helpers, Registered Apprentices and Signalmen, when members of crew

Boiler Operators, Compressor Operators, Hydraulic Pumps and Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)

Cherry Pickers

Combination Concrete—Mixers and Towers

Cranes (all types)

Deckhands

Derricks

Draglines

Dredges (dipper, clam or suction) 3-man crew

Gradalls

Hoes (except when attached to farm or industrial-type tractor or Cat 320 backhoes or equivalent and below)  
Hoists, with two or more drums  
Maintenance Engineers (Mechanic and/or Welder)  
Master Mechanics/Equipment Foremen  
Mixers, Paving (multiple drum)  
Panel Board Operators (all types on site)  
Pile Drivers  
Power Shovels  
Robotics Equipment Operator/Mechanic  
Rotary Drills (all), used on caisson work, wells (all types),  
Geothermal work and sub-structure work  
Side Booms  
Tug Boats

**50.** In all counties covered by ZONE 1A of this Agreement, the following classifications shall be employed on a DAY PAY basis:

Asphalt Pavers  
Backfillers and Tampers  
Backfillers  
Bar and Joint Installing Machines  
Batch Plant Operators  
Boom Trucks  
Bulldozers  
Bull Floats  
Burlap and Curing Machines  
CMI-type Equipment  
Cableways  
Concrete Pumps  
Concrete Spreaders  
Crushers  
Drum Firemen in Asphalt Plants  
Elevating Graders or Euclid Loaders  
End Loaders  
Finishing Machines  
Floating Equipment (anything on Great Lakes or its tributaries is under the River and Lake Agreement)  
Form Trenchers  
Generators (except when furnishing power for hand tools)  
Generators (Sonic Pile Driving)

Hoes (when attached to farm or industrial-type tractors or Cat 320 backhoes or equivalent and below)  
Horizontal Directional Drill Operator and Horizontal Directional Drill Locator  
Inboard, Outboard Motor Boat Launches  
Laser Screeds and like equipment  
Lead Greasemen  
Locomotives (all)  
Mobile Concrete Pumps, with Boom (including Oiler, etc.)  
Mucking Machines  
Pavement Breakers, Hydro or Cable  
Plant Mixers (on site)  
Power Graders  
Power Scoops  
Pump Operators, installing or operating well-points or other types of dewatering systems  
Push Cats  
Road Widening Trenchers  
Rollers (all types)  
Rough Terrain Fork Lifts (with winch/hoist)  
Self-propelled Power Spreaders  
Self-propelled Power Sub-graders  
Slip Form Pavers  
Straddle Carriers  
Tractors, pulling sheepsfoot rollers or graders  
Trench Machines (over 24")  
Vibratory Compactors, with integral power

51. In all counties covered by ZONE IA of this Agreement, the following classifications shall be employed on an HOURLY PAY basis (two [2], four [4], or eight [8] hours):

Bobcat-type and/or Skid Steer Loader, 3/8 yard or less  
Boilers (15 lbs. pressure and over)  
Cleaning Machine Operator (decontamination included)  
Compressors, on building construction  
Conveyors, used for handling building material  
Farm-type Tractors, pulling attachments  
Forklifts  
Gunitite Machines  
Helicopter Operators  
Helicopter Winch Operators  
Hoists, building construction

House Elevators, except those automatic call button  
controlled  
Hydro-seeders  
Koleman-type Loaders (dirt loading)  
Lift Slabs or Panel Jacks  
Light Plants  
Man Lifts  
Mixers, more than one bag capacity  
Mixers, one bag capacity (with side loaders)  
Mud Jacks  
Oilers, Helpers and Boiler Operators, when not members  
of crew  
Post Drivers  
Post Hole Diggers  
Power Driven Heaters (oil fired)  
Power Scrubbers  
Power Sweepers  
Pressure Groutings  
Pumps (all)  
Submersible Pumps (all)  
Utility Operators  
Vac/Alls  
Welders, except electric machines

**52.** In the counties covered by ZONE IA, employees covered by this Agreement employed on a WEEKLY PAY basis reporting for work on Saturday, Sunday or holidays shall receive *eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII.*

*They must report for work at starting time and, except as noted above, remain on the work for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.*

**53.** When a machine having a forty (40) hour guarantee is laid up on a project site and the workers are laid off and paid off, that machine cannot be started back to productive work on that project site unless it is laid up for one (1) week (seven days) without calling back the workers who had manned the machine and they shall be paid for the time they have been off unless mutual agreement is reached between

the Employer and the Union district representatives to permit employees to work on the weekly guarantee equipment during the seven (7) day "lay-up" period without penalty.

54. In the counties of ZONE IA, employees covered by this Agreement employed on a DAY PAY basis, unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Day pay basis employees, reporting for work on Saturday, Sunday, or holidays, shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

55. In the counties covered by ZONE IA, employees covered by this Agreement employed on an HOURLY PAY basis, unless notified by the Employer not to report to work, shall receive two (2) hours pay for reporting to work; if such Operating Engineer does not start work, such Operating Engineer shall receive his/her two (2) hours reporting time. An employee may be required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the Employer releases the employee prior to the end of the first hour. If the employee starts work, the employee shall receive four (4) hours pay; if the employee works over four (4) hours, the employee shall receive eight (8) hours pay; for inclement weather only it will be 2-4-6-8 hours.

In counties covered by ZONE IA, employees covered by this Agreement employed on an HOURLY PAY basis reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply and both reporting time and time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay. Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

When an employee working on equipment with a weekly pay guarantee and work with his/her equipment is completed

on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union district representative prior to the application of this provision.

**56.** On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. Upon the contractor's request to the Union business agents for a second day for special occasions, the Union gives the agents authority to authorize a second day for the period of this contract.

**57.** All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

**58.** Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

## **ARTICLE VII**

### **PROVISIONS FOR PREMIUM RATE OF PAY**

**59.** The week shall begin on Monday A.M. and end on Sunday P.M.

**60.** The regular starting time must be established for not less than one (1) week. Any time worked prior to the established starting time will be paid for at the applicable premium rate unless otherwise arranged through Union notification.

**61.** The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours. Premium time shall be paid for all work in excess of eight (8) hours per day, or forty (40) hours per week, whichever is greater. (Refer to Paragraph 62).

When an Employer performs clearance and excavation for site preparation for industrial or building sites, the Employer will pay the wage rates listed herein, all overtime will be performed at one and one-half (1-1/2) times the regular rate.

All other conditions and provisions shall be as provided herein.

62. Time and one-half the established rate of pay or any escalated rate that may be in effect Monday through Friday for the first two (2) hours of overtime worked, with Saturday at time and one-half for the first ten (10) hours. All other overtime, including Sundays and holidays, will be paid double time at the appropriate rate.

63. No weekly pay employee covered by this Agreement shall lose time because of the observed holidays. If not requested to work, the employee shall be paid eight (8) hours straight time pay at the rate established in this Agreement, or eight (8) hours at any escalated rate that may be in effect. Holidays shall be of twenty-four (24) hours duration. When required to work on holidays, the employee shall be paid two (2) times the regular rate established in this Agreement or any escalated rate in effect.

64. There shall be no work required on Labor Day, except in special cases of emergency.

65. The observed holidays are Christmas, New Year's Day, Labor Day, Memorial Day (last Monday in the month of May), Independence Day and Thanksgiving Day. When any of the aforementioned holidays fall on Sunday, they will be observed on Monday. All weekly pay employees covered by this Agreement to be eligible for holiday pay, must be available for work the first regularly scheduled work day prior to the holiday and be available for work the first regularly scheduled work day after the holiday.

66. Where steam boilers, power driven heaters or pumps are used on a continuous seven (7) day twenty-four (24) hours per day operation, overtime may be avoided by using four (4) shifts of Operating Engineers, each shift to work six (6) hours on a seven (7) day basis. Each Operating Engineer so employed shall be paid forty (40) hours at the applicable straight time rate and two (2) hours at double the applicable straight time rate. The aforementioned condition, where overtime may be avoided, can only be used upon the Employers guarantee of a minimum thirty (30) days of operation. In the event the Employer cannot furnish thirty (30) days of employment after starting work under Paragraph 66, it is agreed that upon lay-off



of employees the Employer will pay retroactive overtime to such laid-off employees from the start of this particular operation in accordance with Article VII, Paragraph 62, of this Agreement.

67. A. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification to work a four-ten hour schedule, he shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten work schedule must be by the week.

In addition to the above: It is agreed that when time is lost by the crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown or directions of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. All hours worked in excess of the forty (40) hours in the work week or ten (10) hours each day, shall be paid at the appropriate overtime rate of pay.

B. Any employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of his/her initial hire until Thursday shall receive the overtime rate of wages for Friday, providing the crew is eligible for the premium rate for Friday.

C. Should any other trade on the project in the contractor's employ, working in conjunction with the Operating Engineers, receive premium pay on a Friday, the Operating Engineers would also receive premium pay for the Friday.

D. If the other basic crafts employed by your contractor on the project receive the overtime rate for the ninth (9th) and tenth (10th) hours, the Operating Engineers will also receive the overtime rate.

E. When an Employee works three (3) days or less in a week, premium time will be paid after eight (8) hours for each of the days, except for holidays, inclement weather or completion of the job.

**F. Pay day will be on Thursday.**

**68. Operating Engineers employed on any equipment within the jurisdiction of the International Union of Operating Engineers working in shafts, tunnels or storage caverns where natural earth or rock is undisturbed overhead shall be paid fifty cents (\$.50) per hour above the rates in this Agreement or in addition to any escalated rate that may be in effect. This does not apply to open cut work.**

**69. Booms including jib over 200 feet in length, fifty cents (\$.50) per hour in addition to the crane rate or any escalated rate that may be in effect. Booms including jib 300 feet and over in length, seventy-five cents (\$.75) per hour in addition to the crane rate or any escalated rate that may be in effect.**

**70. Tower cranes, the effective length of the mast and the boom combined, will be used to determine when these extra rates will be applied.**

**71. Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when these extra rates will apply.**

## **ARTICLE VIII**

### **CREWS AND GENERAL PROVISIONS**

**72. In the counties within the jurisdiction of ZONE 1A of this Agreement, crews (meaning an Operating Engineer and an Oiler, Signalman, Registered Apprentice or Helper on machines, regardless of motive of power, or an Operating Engineer and a Boiler Operator or Registered Apprentice on a steam machine) shall be employed on all truck cranes and on backhoes (100,000 lbs.) and over, and over eighty (80) ton (manufacturer's base maximum structural capacity) cable crawler cranes, as well as on the following equipment: power shovels, cranes, draglines, hoes and on rotary drills, (all), used on caisson work, wells (all types), geothermal work and sub-structure work, cableways, tower cranes, multiple drum pavers, pile driving machines, locomotives and trench machines over 24" wide. On remote control gradalls, Oiler shall be at discretion of Employer. Truck cranes, lattice boom, thirty (30) ton (manufacturer's base maximum structural capacity) and**

under; hydraulic truck cranes and all terrain cranes, fifty (50) tons (manufacturer's base maximum structural capacity) or less; an Oiler is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

**73.** Wherever a second person is necessary in connection with the operation of the aforementioned equipment, backhoes (100,000 lbs.) or less and cable crawler cranes less than eighty (80) ton (manufacturer's base maximum structural capacity) in ZONE 1A, such second person will be Oiler, Registered Apprentice, Helper, Boiler Operator, or Signaller and shall be employed on the basis herein provided for members of crews.

**74A.** Oiler's duties, if an Oiler is required to be employed pursuant to the provisions of this contract, or the Employer chooses to employ one, may consist of, but not be limited to, the following: Start-up, lubrication, maintenance and minor repairs, checking grades or assisting in same, flagging traffic when the machine is obstructing or impeding same, hook up or unhook of materials that are being hoisted, loaded or unloaded onto the machine he/she is oiling, assisting in the leveling of equipment, spotting trucks for the loading of dirt or other materials, start-up, maintaining, lubricating, fueling of small equipment as outlined in Paragraph 12, or other appropriate duties within the Operating Engineer's jurisdiction as the Employer may assign.

**74B.** Oilers on jobs of 30 days or more will be given a minimum 30 minutes per day operating the machine they are assigned to. If the Oiler cannot be trained to operate the machine to the satisfaction of the operator he/she shall be replaced.

**75.** Work of the Boiler Operator, Oiler, Registered Apprentice, Helper and Signaller shall include getting up steam and greasing up, filling gas tanks and making the machine and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler, Registered Apprentice, Helper or Signaller is required to make gas or diesel machines ready to operate before the regular starting time, such Oiler, Registered Apprentice, Helper or Signaller shall be paid one-half (1/2) hour's pay at one and one-half (1-1/2)

times the regular rate. If, at the discretion of the Employer, a Boiler Operator or Registered Apprentice is required to get up steam and grease steam machines and make them ready to operate before regular starting time, then such Boiler Operator or Registered Apprentice shall be paid one (1) hour's pay at one and one-half (1-1/2) times the regular rate.

**76.** Oilers, Registered Apprentices, Signalmen, Grease Truck Operators and Helpers, when requested to work the regular one-half (1/2) hour lunch period, will eat their lunch prior to or after the regular one-half (1/2) hour lunch period in order to be able to oil, grease and repair machines during the regular one-half (1/2) hour lunch period, at no extra pay.

**77.** More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer. This starting time must be maintained five (5) days, Monday through Friday. However, more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period.

Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift. When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay plus twenty-five cents (\$.25) per hour above the established rate of pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay plus fifty cents (\$.50) per hour above the established rate shall constitute the third shift. For the purposes of overtime pay for multiple shift operations, a work day shall be determined by the starting time of the shift.

**78.** When it is necessary for equipment to be operated overtime, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and, if an Oiler is required, the Oiler who is regularly assigned to the particular piece of equipment shall be given first choice to perform the Oiler's duties. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic/Equipment Foreman or Steward will be notified, when possible, on such emergency requirements.

**79.** Employees who are requested, referred and employed by Employers on the same day under hourly classifications in this Agreement shall be paid a minimum of eight (8) hours pay on the day they report to the job. Any overtime worked after the normal quitting time shall be paid at the proper overtime rate in addition to the eight (8) hours minimum first day pay guarantee.

**80.** Where compressors, hydraulic powered equipment or boilers are mounted on crane-type equipment (Piggyback Operation) two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect; they shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM and/or hydraulic powered equipment are operated and exclusively used to power attachments, such as hoe ram, power hammer, vibratory extractors and other similar pieces of equipment (regardless of mode of power), the compressor will be considered and manned as a Piggyback Operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Oiler operating the compressor is paid the Class "A" rate for the day.

**81. ZONE IA—Cleveland and counties:** When a contractor has eight (8) or more major Operating Engineers (Classifications of A, B and C) employed in the district, he shall employ a Master Mechanic/Equipment Foreman. In addition to the Master Mechanic/Equipment Foreman required above, if a contractor has five (5) or more Operating Engineers (Classifications of A, B and C) employed by him on any one job, he shall employ a Master Mechanic/Equipment Foreman on that job. The Master Mechanic/Equipment Foreman so employed shall be answerable to the Employer and must be a member of the International Union of Operating Engineers, Local 18. Job Master Mechanics/Equipment Foremen so employed shall be paid at the rate specified herein, or paid fifty cents (\$.50) per hour above the highest rate of any Engineer working under his direction, whichever of these rates is higher.

**82.** Operators of equipment serviced by a Master Mechanic/Equipment Foreman on a job site shall not be counted in the number of Operators within the district to determine

when a Master Mechanic/Equipment Foreman will be required for the district.

**83.** Employees shall be paid once each week, with not more than five (5) days withheld on the designated pay day on the job prior to their normal quitting time. Failure to comply with this provision will require the Employer to pay these employees involved the double time rate if required to wait on the job. If required to return the next day to receive their pay, they shall be paid a minimum of four (4) hours at the hourly rate applicable for that day. These same conditions will apply to employees who are terminated after completion of their job assignment. In the event of the discharge of an employee, the employee shall be paid immediately, or the employee's time will continue until the employee is paid off properly. If not paid off by normal quitting time, the aforementioned requirements will be applied if the employee is required to return the next day for his/her pay.

**84.** Pay checks will show the following information:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) All fringe contributions (to be shown as a total contribution)

**85.** Employees requiring relief for sickness or other causes must arrange for such relief before leaving the job site. Such relief shall be arranged through the Union district office.

**86.** Employer agrees to carry Workers' Compensation or other equivalent liability insurance for the protection of all employees covered by this Agreement.

**87.** At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. During periods of major repairs there must be suitable shelter around equipment and heated from November through March.

**88.** On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

**89.** Sanitary drinking water and toilet facilities will be available in compliance with the provisions of the applicable state code.

**90.** The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (The Union will provide uniform numbered slips in duplicate; original for employee and the duplicate for the Employer's file).

**91.** No supervisory employee shall perform productive work or operate equipment which would deny an Engineer employee employment.

## **ARTICLE IX**

### **TERM OF AGREEMENT**

**92.** The provisions of this Agreement shall continue in force and effect through April 30, 2006 and thereafter from year to year until termination at the option of either party, after sixty (60) days notice in writing to the other party.

**93.** If the Union requests to divert wage increases to fringe payments after the Agreement is effective, the Union must give the Construction Employers Association at least sixty (60) days notice prior to the date wage increase becomes effective to allow the changes to be made in certified prevailing rates. Any new fringe benefit program will be by mutual agreement between the parties.

## **ARTICLE X**

### **APPRENTICES**

**94.** In order to maintain sufficient skilled mechanics for the industry and, in order to present proper learning opportunities for youth and, in order to effectuate the principles and desires of the negotiating parties created by the foregoing, the negotiators hereby fully subscribe to the Ohio Operating Engineers Apprenticeship Fund Agreement and Declaration of Trust dated 20 October 65 as if they had originally negotiated the same. The only limitation upon the program is the Affirmative Action Program here attached (Exhibit "B"), in addition to

the proper rules, regulations, processes and procedures enunciated by the Joint Apprenticeship and Training Committee established by the Trust of 20 October 65.

**94A.** The rates paid to the apprentice or trainee shall not exceed the classification rate the apprentice or trainee is working. For every five (5) Operating Engineer journeymen employed, there may be employed one (1) registered apprentice engineer or trainee. Through the referral, employers may employ registered apprentices or trainees within this limitation when they are available. Any increase in the apprenticeship contributions, agreed by the parties, will be shared equally by the Union and the Employer.

**95.** It is understood by the negotiating parties that a Registered Apprentice Engineer works under the direction of the Operating Engineer and the Joint Apprenticeship and Training Committee, and that the Operating Engineer shall see that he/she stays on the job, properly caring for his/her machine. The Employer shall give sufficient opportunity for the Registered Apprentice to operate under the supervision of the Operating Engineer when time and opportunity avails itself. The Area Coordinator of Apprentices shall be appraised periodically and by his request of performance to further the Registered Apprentices' learning situation. Registered Apprentices shall receive the scale enunciated by the Joint Apprenticeship and Training Committee in the time-justified category that the Registered Apprentice has accomplished.

## **ARTICLE XI**

### **CONSTRUCTION INDUSTRY SERVICE PROGRAM**

**96.** The Employer and the Union agree to and approve the establishment of a Construction Industry Service Program to promote the common good of the construction industry by providing financial support for activities which may include but not necessarily be restricted to: (a) promotion of safety; (b) market development; (c) protection of legitimate markets; (d) public relations; (e) personnel practices and labor relations; (f) education; (g) industry relations; (h) apprenticeship training; (i) participation in funds and plans provided for in collective bargaining agreements, such as health and welfare plans; and (j) collection and distribution of information from and to



all segments of the construction industry and related groups or authorities.

97. Effective May 1, 2003, each Employer bound by this Agreement shall pay twelve cents (\$.12) per hour worked to the Construction Industry Service Program for each Employee within the bargaining unit. Such payments shall be included with all other fringe benefit payments and sent to the Ohio Operating Engineers Fringe Benefit Programs in Columbus, Ohio on the reporting forms provided by the Fringe Benefit Office. Payments shall be made no later than the fifteenth (15th) day of the month immediately following the calendar month.

A. All work performed within the geographical jurisdictional area of this Agreement, as determined by the "scope" of the Agreement as found in Article I, "Scope", shall be included as hours worked for the "CISP" contributions. This shall include all work within the building or site property line including, but not limited to, all excavations, grading, hoisting, utilities, parking lots, concrete and asphalt paving, equipment and crane rental firms who provide Operating Engineers labor along with the equipment and other items as stated within the "Scope" in Article I, page 2. All hours worked regardless of location and agreements shall have the CISP contribution made along with all other fringe benefits and contributions.

B. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the Construction Industry Service Program.

C. The Employer will hold the Union harmless from any liabilities arising out of the terms of Paragraph 97 through and inclusive of Paragraph 97B.

98. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the fifteenth (15th) day of each month covering amounts due for the preceding month. If an Employer shall fail to make his payment when the same shall be due and payable, he shall be subject to an additional charge of one and one-half percent (1-1/2%) per month until paid, to reimburse the Construction Industry Service Program for damages due to additional administrative expenses and impairment of

reserves. In addition to the additional charges referred to herein, an Employer who fails to make timely payments shall be liable for legal fees and court costs incurred by the Association in collecting late payments.

99. Should there be any termination of payments allocable to the Construction Industry Service Program by reason of the expiration of this Agreement, or for any other reason, the assets and fund of the Construction Industry Service Program shall not be distributed among any Employers, or the Union, but shall be held by the Association, which shall continue to administer and expend such assets and funds for the purposes as set forth herein and subject to the conditions as also provided herein.

100. There is, specifically excluded from the purposes of the Construction Industry Service Program, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

## **ARTICLE XII**

### **UNION ADMINISTRATIVE DUES AND DEDUCTIONS**

101. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individually signed authorizations.

102. Credit Union savings will be agreed to only if deductions are the same for all employees and the Union is responsible for obtaining the voluntary authorizations.

103. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of said deductions.

## **ARTICLE XIII**

### **ENFORCEMENT MEASURES**

104. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement.

**105.** The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

**106.** The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved. Neither shall the Employer transfer a Union person from his employ to another Employer's payroll without the consent of the Union person involved and the Union.

**107.** All employees of the Employer shall be allowed time to vote on Election Day as required by law on employee's own time.

**108.** If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable wage rates and conditions shall automatically be extended to the Employer. Special local, area, or national agreements negotiated to cover specific projects or classes of work or the application of paragraph 109 shall be excluded from this provision.

**109.** There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party may request a meeting with the other party to be held within fifteen (15) days of notification to the other party.

**110.** No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional or illegal informational picket line shall be recognized.

**111.** When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment or any replacement thereof, whichever is later.

**112.** A Joint Committee will be formed to meet on a regular basis to discuss, review and deal with problems involving the current Agreement and/or issues affecting the construction industry. The Joint Committee will meet semi-annually in the months of June and December.

## **ARTICLE XIV**

### **NO STRIKE—NO LOCKOUT ARBITRATION AND DISPUTES**

**113.** *The company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.*

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at/or around the company's office or work locations during the term of this Agreement.

**114.** *Should a dispute arise between any of the parties (Employee, Company, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, this dispute will be settled in accordance with the following grievance procedure:*

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- 1** The aggrieved employee shall first take up his/her grievance orally with the Employer's supervisor or representative. The employee may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence or discovery of the grievance, but in no event will the grievance be

honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

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**2** In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the contract article effected and submit the grievance to the district business representative and the employee and the business representative shall meet with the Employer's representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

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**3** The grievance may be referred to the Joint Committee consisting of six (6) members, three (3) to be appointed by the Construction Employers Association and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the Joint Committee, by majority vote, resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this Agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this step within fifteen (15) working days from the date the grievance is referred, then

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**4** The grievance shall then be referred to an arbitrator selected by the committee referred to in STEP 3. If the parties cannot agree on an arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of arbitrators from which the arbitrator shall be selected by the alternate striking of names.

**115.** The expenses and fees of the arbitrator shall be shared equally by the parties. The arbitrator shall have no

power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto.

## **ARTICLE XV**

### **DETERMINATION OF JURISDICTIONAL DISPUTES**

116. Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slow down arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

117. This Article of the contract will go into effect when the National A.G.C. re-affiliates with The Panel for the Settlement of Jurisdictional Disputes in the Construction Industry.

## **ARTICLE XVI**

### **SAVINGS AND SEPARABILITY**

118. It is mutually agreed that if any clause, terms or provisions of this Agreement is or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement and

the remaining part of this Agreement shall remain in full force and effect. *In the event that any clause, terms or provisions of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be renegotiated to the mutual satisfaction of the parties, but during such renegotiation work shall not be interrupted or stopped by lockout, strikes, boycotts, or other labor troubles.*

## **ARTICLE XVII**

### **EFFECTIVE DATE**

**119.** This Agreement shall be effective May 1, 2003 and shall remain in force and in accordance with the terms of Article IX hereof. Wage rates and fringe payments shall be effective as designated by this Agreement.

IN WITNESS WHEREOF, WE the undersigned duly authorized EMPLOYER REPRESENTATIVES and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18, and its BRANCHES, (AFL-CIO) executed this Agreement on the 1st day of May, 2003.

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 18 and its BRANCHES  
(AFL-CIO)

S/JAMES H. GARDNER  
Business Manager

S/PATRICK L. SINK  
President

S/KENNETH M. TRIPLETT  
Vice President

S/LARRY G. REYNOLDS  
Financial Secretary

S/CHARLES W. SCHERER  
Recording-Corresponding Secretary

S/FLOYD S. JEFFRIES  
Treasurer

S/STEVE DELONG  
S/JEFF MILUM  
S/PREMO PANZARELLO

CONSTRUCTION EMPLOYERS ASSOCIATION

S/STANLEY ROEDIGER, JR., CHAIRMAN  
S/JOHN PORADA  
S/RICHARD DIGERONIMO  
S/GARY KNOPF  
S/JOHN LACHOWYN  
S/MARK STERLING



**EXHIBIT "A"**  
**WAGE RATES AND FRINGE CONTRIBUTIONS**

ZONE 1A covering Cleveland and the following counties: Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain and Medina

Classification:

MASTER MECHANIC/EQUIPMENT FOREMAN

	05/01/03	05/01/04	05/01/05
Rate	\$29.62	\$30.82*	\$32.02*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

(over)

Classification:  
GROUP A

	05/01/03	05/01/04	05/01/05
Rate	\$29.12	\$30.32*	\$31.52*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

50

Operators of:

A-Frames

Boiler Operators, Compressor Operators, Hydraulic  
Pumps & Power Pacs when mounted on a  
crane or regardless of where said equipment is  
mounted (piggy-back operation)

Boom Trucks (all types)

Cableways

Cherry Pickers

Combination Concrete Mixers & Towers

Concrete Pumps

Cranes (all types)

(Boom & Jib 200' and over - \$29.62 effective 05/01/03)

(Boom & Jib 300' and over - \$29.87 effective 05/01/03)

(Boom & Jib 200' and over - \$30.82 effective 05/01/04)\*

(Boom & Jib 300' and over - \$31.07 effective 05/01/04)\*

(Boom & Jib 200' and over - \$32.02 effective 05/01/05)\*

(Boom & Jib 300' and over - \$32.27 effective 05/01/05)\*

Derricks (all types)

Draglines

Dredges (dipper, clam or suction), 3-man crew

Elevating Graders or Euclid Loaders

Floating Equipment

Gradalls

Helicopter Operators, hoisting building materials

Helicopter Winch Operators, hoisting building materials

Hoes (all types)

Hoists (two or more drums)

Lift Slab or Panel Jack Operators

Locomotives (all types)

Maintenance Engineers (Mechanic or Welder)

Mixers, Paving (multiple drum)

Mobile Concrete Pumps with Booms

Panelboards (all types on site)

Pile Drivers

Power Shovels

Robotics Equipment Operator/Mechanic

Rotary Drills, (all), used on caisson work, wells (all types), Geothermal work and sub-structure work

Rough Terrain Fork Lifts with Winch/Hoist (when used as a crane)

Side Booms

Slip Form Pavers

Straddle Carriers (building construction on site)

Trench Machines (over 24" wide)

Tug Boats

Classification:  
GROUP B

	05/01/03	05/01/04	05/01/05
Rate	\$28.97	\$30.17*	\$31.37*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

52

Operators of:

Asphalt Pavers

Bulldozers

CMI-Type Equipment

Endloaders

Horizontal Directional Drill Locator

Horizontal Directional Drill Operator

Instrument Man\*\*

Kolman-type Loaders (dirt loading)

Lead Greasemen

Mucking Machines

Power Graders

Power Scoops

Power Scrapers

Push Cats

\*\* The addition of this pay classification does not expand jurisdiction, but only establishes the pay classification if Operating Engineers are used.

Classification:  
GROUP C

	05/01/03	05/01/04	05/01/05
Rate	\$27.72	\$28.82*	\$29.92*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

53

Operators of:

Air Compressors, pressurizing shafts or tunnels	Mud Jacks
Asphalt Rollers (all)	Power Boilers (over 15 lbs. pressure)
Fork Lifts	Pump Operators, installing or operating well points or other type of dewatering system
Hoists, one drum	Pressure Groutings
House Elevators (except automatic call button controlled)	Trenchers (24" and under)
Laser Screeds and like equipment	Utility Operators
Man Lifts	

Classification:  
GROUP D

	05/01/03	05/01/04	05/01/05
Rate	\$26.94	\$28.04*	\$29.14*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

Operators of:

Compressors, on building construction  
Conveyors, building material  
Generators  
Guniting Machines  
Mixers, capacity more than one bag  
Mixers, one bag capacity (side loader)

Post Drivers  
Post Hole Diggers  
Pavement Breakers, hydraulic or cable  
Road Widening Trenchers  
Rollers  
Welder Operators

Classification:  
GROUP E

	05/01/03	05/01/04	05/01/05
Rate	\$26.62	\$27.72*	\$28.82*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

Operators of:

55

Backfillers and Tampers	Forklift (masonry work only)
Batch Plants	Form Trenchers
Bar and Joint Installing Machines	High Pressure Pumps (over 1/2" discharge)
Bull Floats	Hydro Seeders
Burlap and Curing Machines	Pumps (4" and over discharge), provided it is not part of a
Cleaning Machine Operator (decontamination included)	dewatering system discharged into a common header
Clelplanes	Self-Propelled Power Spreaders
Concrete Spreading Machines	Self-Propelled Sub-Graders
Crushers	Submersible Pumps (4" and over discharge), provided it is
Deckhands	not part of a dewatering system discharged into a
Drum Firemen (asphalt)	common header
Farm-type Tractor, pulling attachments	Tire Repairmen
Finishing Machines	Tractors, pulling sheepsfoot rollers or graders
	Vibratory Compactors, with integral power

Classification:  
GROUP F

	05/01/03	05/01/04	05/01/05
Rate	\$19.74	\$20.74*	\$21.74*
H & W	4.11	4.11	4.11
Pension	3.00	3.00	3.00
Apprenticeship	0.45	0.45	0.45
CISP (Cleveland)	0.12	0.12	0.12

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

52 Operators of:

Bobcat-type and/or Skid Steer Loader  
Grade Checker\*\*  
Inboard, Outboard Motor Boat Launches  
Light Plant Operators  
Oilers, Helpers, Signalmen  
Power Boilers (less than 15 lbs. pressure)  
Power Driven Heaters (oil fired)

Power Scrubbers  
Power Sweepers  
Pumps (under 4" discharge)  
Rod Man\*\*  
Submersible Pumps (under 4" discharge)  
Vac/Alls

\*\* The addition of these pay classifications does not expand jurisdiction, but only establishes the pay classification if Operating Engineers are used.



# **REGISTERED APPRENTICESHIP WAGE SCHEDULE - ZONE 1A** **EFFECTIVE MAY 1, 2003**

## **APPRENTICE RATES**

Year	Percentage of Bulldozer Rate
First	60%
Second	70%
Third	80%
Fourth	90%

## **TRAINEE RATES**

Year	Percentage of Bulldozer Rate
First	50%
Second	60%
Third	70%
Fourth	80%

## **SPECIAL RATES**

Any work under A., B. and C. as described in Article 1 of this Agreement awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## **EXHIBIT "B"**

### **AFFIRMATIVE ACTION PROGRAM**

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

#### **A. APPRENTICESHIP**

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all

tests in order to facilitate a proper pre-test educational effort.

4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyman Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of registered apprentices shall be governed by the *Apprenticeship Joint Apprenticeship and Training Committee* and Standards.

## **B. JOURNEYPERSONS**

1. The parties will undertake a joint training program to assure equal opportunity to all journeypersons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any contractor shall be accepted in lieu of that portion

of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

## **DISTRICT NO. 2**

Covering the following counties in Ohio:

Allen	Hardin	Paulding	Van Wert
Defiance	Henry	Putnam	Williams
Fulton	Lucas	Sandusky	Wood
Hancock	Ottawa	Seneca	

Representatives

Charles LaFaso, Jr.

Gary Siesel

Steve Heckler

Andrew Myers

2412 South Reynolds Road, Toledo, Ohio 43614

Office: 419-865-0221

FAX: 419-865-0601

## **DISTRICT NO. 3**

Covering the following counties in Ohio:

Crawford	Hocking	Marion	Pickaway
Delaware	Knox	Morrow	Union
Fairfield	Licking	Muskingum	Wyandot
Franklin		Perry	

Representatives

Greg Kingsbury

Tommy Thompson

Ron Llewellyn

Larry Bodner

Tim Hammock

Mark Totman, Legislative Director

1188 Dublin Road, Columbus, Ohio 43215

Office: 614-486-5281

FAX: 614-486-7258

## **DISTRICT NO. 4**

Covering the following counties in Ohio:

Auglaize	Clinton	Logan	Montgomery
Butler	Darke	Madison	Preble
Champaign	Fayette	Mercer	Shelby
Clark	Greene	Miami	Warren

Representatives

Rick Dalton

Louis Monnin

Scott Clark

6051 N. Dixie Drive, Dayton, Ohio 45414

Office: 937-890-5914

FAX: 937-890-5180

MAILING ADDRESS: P.O. Box 13462, Northridge Branch  
Dayton, Ohio 45413

## **DISTRICT NO. 5**

Covering the following counties in Ohio:

Adams	Gallia*	Lawrence*	Ross*
Athens*	Hamilton	Meigs*	Scioto*
Brown	Highland	Morgan*	Vinton*
Clermont	Jackson*	Pike*	

Covering the following counties in Kentucky:

Boone	Campbell	Kenton	Pendleton
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Representatives

Larry Reynolds

Gerald Hall

Bill Burdett

9730 Reading Road (Cincinnati) Evendale, Ohio 45215

Office: 513-733-5575

FAX: 513-733-4672

\*Counties served through District No. 3, Columbus Office

Office: 614-486-5281

FAX: 614-486-7258

## **DISTRICT NO. 6**

Covering the following counties in Ohio:

Ashland	Harrison	Noble	Summit
Belmont	Holmes	Portage	Tuscarawas
Carroll	Jefferson	Richland	Washington
Coshocton	Monroe	Stark	Wayne
Guernsey			

**Representatives**

Ken Triplett

Steve DiLoreto

Tom James

Floyd Jeffries

Joe Lucas

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461

FAX: 330-784-8827

## **LOCAL 18S**

### **STATIONARY ENGINEERS**

**Representatives**

Scott Peters

Thomas Ridenbaugh

Charles Scherer

James Kumse

3515 Prospect Avenue

Room 206

Cleveland, Ohio 44115

Office: 216-432-2668

FAX: 216-432-0796



## NOTES

## NOTES

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Construction Employers Association or has not assigned his bargaining rights, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Construction Employers Association with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for health & welfare, pension, apprenticeship training, or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Telephone Number

\_\_\_\_\_  
Area Code & Fax Number

\_\_\_\_\_  
Authorized Company Representative (Signature)      Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)**

\_\_\_\_\_  
District Representative (Signature)

**CONTRACTOR COPY**

**(USE NO CARBON)**

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Construction Employers Association or has not assigned his bargaining rights, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Construction Employers Association with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for health & welfare, pension, apprenticeship training, or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Telephone Number

\_\_\_\_\_  
Area Code & Fax Number

\_\_\_\_\_  
Authorized Company Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)**

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
(Signature)

**UNION DISTRICT OFFICE COPY (USE NO CARBON)**

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Construction Employers Association or has not assigned his bargaining rights, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Construction Employers Association with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for health & welfare, pension, apprenticeship training, or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Telephone Number

\_\_\_\_\_  
Area Code & Fax Number

\_\_\_\_\_  
Authorized Company Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
(Signature)

HEADQUARTERS COPY

(USE NO CARBON)

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Construction Employers Association or has not assigned his bargaining rights, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Construction Employers Association with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to trust funds providing for health & welfare, pension, apprenticeship training, or any other fringe benefits and agree to be bound by any trust agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trusts as if made by the undersigned.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Telephone Number

\_\_\_\_\_  
Area Code & Fax Number

\_\_\_\_\_  
Authorized Company Representative (Signature)      Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
(Signature)

FRINGE BENEFITS COPY

(USE NO CARBON)

